

ARTICLE VII

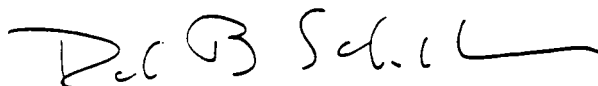
This instrument, including the schedules, contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to such person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

This agreement, and attached schedules, is effective August 1, 1993, and will remain in effect unless modified or canceled by mutual consent of both parties.



Gerald H. Miller, Director
Michigan Department of Social Services

Date 12/2/93



Robert E. Schiller, State Superintendent of Public Instruction
Michigan Department of Education

Date 12/1/93

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SCHEDULE A DEFINITIONS

The following definitions are to be used with this agreement.

1. "Social Services" is the Michigan Department of Social Services, the single state agency responsible for the administration of the Medical Assistance Program.
2. "Education" is the Michigan Department of Education, the agency responsible for the administration of the special education program within the public school system.
3. "Cooperating School District" means a Medicaid enrolled provider of School Based Services that is also:
 - (a) An intermediate school district, or a local school district as defined in Section 5 of Act 451 of 1976, as amended, and/or;
 - (b) The Michigan School for the Deaf and/or the Michigan School for the Blind.
4. "Recipient" means a person receiving medical assistance, Social Security Income, or aid to families with dependent children.
5. "Child" or "Pupil" is any individual between the ages of 0 (zero) and 26 enrolled in school.
6. "School Based Services" means those medical, nursing, and related services provided to a child with a handicapping condition; requested in the IEP or IFSP; or as determined through coordination of services; and provided in the school setting.
7. "Physician" means any person licensed as a Medical Doctor or Doctor of Osteopathy to practice medicine in the State of Michigan.
8. "Professional Team" means the staff of at least three individuals representative of different professions or service areas that are relevant to the recipient's needs.

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9. "Individual Education Plan (IEP) Related Services" or "Individual Family Service Plan (IFSP) Related Services" are:
- (a) Medically necessary diagnostic services.
 - (b) Medically necessary health services, which means a health service that is consistent with the child's diagnosis or condition, and:
 - (1) is recognized as the prevailing standard or current practice by the provider's peer group, and
 - (2) is rendered in response to a life-threatening condition or pain; or to treat an injury, illness or infection; disability; or to achieve a level of physical or mental function consistent with prevailing community standards for diagnosis or condition.
 - (c) provided in the school district in which the child/pupil is enrolled.
 - (d) determined through the Individual Educational Planning Committee or Individual Family Service Planning Committee.
 - (e) prescribed/provided by eligible licensed/certified providers.
10. "Medical Assistance" means any program for which the Medical Services Administration acts as the fiscal intermediary. This includes the Medical Assistance (Medicaid); State Medical Program; Children's Special Health Care Services; and Refugee and Repatriate Programs.

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SCHEDULE B SCHOOL BASED SERVICES

Schedule B is explanatory of the provision of, and reimbursement for, School Based Services covered by the Medical Assistance Program for recipients receiving such services under terms of the contract with Education and/or cooperating school districts under agreement with Education.

Education and Social Services agree, as specified in 42 CFR 431.615(d)(5)(vi) through (viii), to the following:

- Semiannually review and jointly plan for needed changes in this agreement,
- Designate staff as liaison between the respective departments,
- Conduct monthly or more frequent discussions by liaison staff to monitor the cooperative work by the departments contained in this agreement, and
- Solicit comments and jointly evaluate proposed changes in policies that affect the cooperative work by the departments.

Education and Social Services hereby agree to the following division of responsibilities for billing and preparation of claims for federal financial participation, for assurance of compliance with standards and certifications required for billing, and for documentation of such compliance.

- A. Education will have an agreement with cooperating districts to provide assurances that the districts, in the provision of services under this agreement, will be responsible for:
1. Assuring that the services billed to the Medical Assistance Program conform to the definition and purpose of School Based Services as specified by Social Services.
 2. Verifying that the cooperating school district responsible for providing such services, and specific sites for the delivery of services, have met the appropriate operating, management, and physical plant standards required by Education and Social Services for operation and certification.
 3. Assuring that each recipient for whom a claim is processed for School Based Services, has an individual education plan for related services or an individual family service plan for related services, developed by the appropriate professional team, concurred with as necessary by the parents, and ordered and approved by a physician when required.
 4. Assuring that the recipient for whom a claim is made is eligible for Medical Assistance.

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5. Producing the detailed billing and maintaining the historical file of School Based Services charges by recipient.
6. Assuring that the original documentation of School Based Services provided is in accordance with the recipient's individual education plan or individual family service plan, and the verification of compliance with licensing and operational standards is maintained for subsequent audit.

B. Education will be responsible for:

1. Providing consultation to Social Services, when so requested, for the development of general surveillance and utilization review procedures.
2. Providing field consultation services as it determines necessary and appropriate to maintain contact with Medical Assistance providers.
3. Assist Social Services to establish a process of quality assurance which includes the following elements:
 - i. Certification criteria for cooperating school districts providing School Based Services;
 - ii. Provider staff qualifications and validation of cooperating school district's listing of staff providing covered School Based Services to students;
 - iii. Content and format for site survey (s) to determine ability and readiness of an applicant agency to become a cooperating school district; and
 - iv. Policies and procedures to address cooperating school district noncompliance with certification criteria.
4. Monitoring cooperating school districts to determine that services rendered to Medical Assistance recipients meet requirements as specified in the policies and procedures for the Medical Assistance Program for School Based Services.
5. Conduct site surveys as needed and in cooperation with the Department of Education Monitoring Model to determine cooperating school districts' continued compliance with certification criteria;
6. Notify Social Services that a cooperating school district has met the certification criteria.

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C. Social Services will be responsible for:

1. Preparing the claim for federal financial participation.
2. Making services or facilities available to permit verification by cooperating school districts of recipient eligibility for Medical Assistance as required by Social Services.
3. Enrolling with Medical Assistance those agencies who have received approval from Education.
4. Processing claims from the cooperating school districts for Medicaid reimbursement, in accordance with Medical Assistance policies.
5. Acting as the central control point for all Medicaid financial audits and investigations, including processing of referrals in a timely manner. In carrying out this responsibility, Social Services will:
 - (a) record, coordinate, and investigate referrals of possible fraud, abuse or misutilization.
 - (b) provide Education with status reports on financial audits, investigations, and reviews upon request in a timely manner.
6. Initiating litigation, when indicated.
7. Developing and promulgating program policy on covered services, limitations, procedures, and public disclosure, consistent with state and federal statutes and regulations.
8. Establish a process of quality assurance which includes the following elements:
 - i. Certification criteria for cooperating school districts providing School Based Services;
 - ii. Provider staff qualifications and validation of cooperating school district's listing of staff providing covered School Based Services to students;
 - iii. Content and format for site survey (s) to determine ability and readiness of an applicant agency to become a cooperating school district; and
 - iv. Policies and procedures to address cooperating school district noncompliance with certification criteria.

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9. Reviewing and taking timely and appropriate action upon recommendation made by Education to Social Services.
10. Providing the necessary data to ensure that Education is able to carry out its responsibilities under this agreement and to meet the state's responsibilities under applicable statutes and regulations.

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